

# STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Liddle  
Application No./Patent No. 10/561,498 Filed/Issue Date: December 19, 2005

Titled: Substituted Diketopiperazines and Their Use as Oxytocin Antagonists

Glaxo Group Limited, a corporation  
(Name of Assignee) (Type of Assignee: e.g., corporation, partnership, university, government agency, etc.)

states that it is:

- 1 ☒ the assignee of the entire right, title, and interest in:  
2 ☐ an assignee of less than the entire right, title, and interest in  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %), or  
3 ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

A ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 517279, Frame 0581, or for which a copy thereof is attached.

OR

B ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1 From \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.06.]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee

John L. Lemanowicz  
Signature  
John L. Lemanowicz  
Printed or Typed Name

John L. Lemanowicz  
Date  
Atty., Glaxo Group Limited  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to be paid by the USPTO in process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

## Power of Attorney

BY THIS POWER OF ATTORNEY given this 8<sup>th</sup> day of December two thousand and nine GLAXO GROUP LIMITED, a company incorporated in England and Wales (Registration No. 305978) and having its registered office at Glaxo Wellcome House, Berkeley Avenue, Greenford, Middlesex, UB6 0NN, England (hereinafter called "the Company"), HEREBY appoints all and any of its Directors, Secretary and Assistant Secretary for the time being, and SHERRY M. KNOWLES, MARCUS J. W. DALTON, HUGH B. DAWSON, PETER I. DOLTON, RICHARD L. EASEMAN, WENDY A. FILLER, THEODORE R. FURMAN, PETER J. GIDDINGS, EDWARD R. GIMMI, CHARLES M. KINZIG, JOHN L. LEMANOWICZ, LORRAINE B. LING, WILLIAM R. MAJARIAN, HELEN K. QUILLIN, ALAN SCRIVNER and ARTHUR W. R. TYRRELL jointly and severally to be its true and lawful agents and attorneys (hereinafter called "the Attorneys," and each an "Attorney") on behalf and in the name of the Company or otherwise to do, perform, exercise or execute or concur with any other person or persons in doing, performing or exercising in or for any country or countries or jurisdiction in any part of the world all or any of the following powers, acts, deeds and things in connection with: letters patent, including extensions thereto (including supplementary protection certificates and the like); utility models; design rights; designs and all rights analogous thereto and all applications therefore, all of which are hereinafter called "Intellectual Property Rights", that is to say:

1. In any country or countries or jurisdiction in any part of the world to make application or cause application to be made for the grant or issue or transfer to the Company or registration in its name of Intellectual Property Rights and to take all steps necessary for the same to be prosecuted, maintained, withdrawn, renewed, enforced, defended or extended.
2. As the act and deed of the Company to sign, seal, deliver and execute all or any assignments or assurances, licences to the Company of or under any Intellectual Property Rights or the right to and interest in any inventions to be the subject of Intellectual Property Rights for the purpose of fully and effectually vesting and transferring the same in and to the Company.
3. As the act and deed of the Company to sign and execute all or any assignments and acceptances of the transfer or assignment of such rights, and also any licences, sub-licences and consents from the Company of or under any Intellectual Property Rights or the right to and interest in any invention to be the subject of Intellectual Property Rights, for the purpose of fully and effectually vesting transferring or granting the same in and to any entity, whether in the United Kingdom or elsewhere, in so far as such documents can be executed without the Company's seal being affixed thereto. For purposes of this Power of Attorney, the terms "entity" means, and includes, any person, firm or company or group of persons or unincorporated body.
4. To commence, prosecute and defend any proceedings or applications whether judicial or extra judicial relating to Intellectual Property Rights and to maintain, withdraw or settle the same.
5. For and in connection with any Intellectual Property Rights to sign, seal, deliver and execute any Power of Attorney or other deed or document authorising any agent, including patent agents and attorneys, to act on behalf of the Company.
6. To act in regard to all official communications which may now or hereafter be addressed to the Attorneys relating to Intellectual Property Rights or the renewal thereof in such manner that the Attorneys may be recognised as the authorised agent(s) of the Company in all proceedings in relation thereto.
7. For all or any of the purposes contained herein as the act and deed of the Company to sign, seal, deliver, execute and do all such documents, deeds, agreements,

instruments and to do such acts as shall be requisite or may be deemed proper for or in relation to the said purposes.

It is hereby agreed that:

(a) this power of attorney shall remain in force until 31 December 2011 or (in respect of any Attorney) until his or her employment by the GlaxoSmithKline group of companies ceases, or until revocation by the Company, whichever first occurs; and

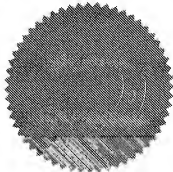
(b) in respect of any Attorney this power of attorney shall supersede and revoke with effect from the day and year first before written any power of attorney granted by the Company in favour of that Attorney covering all or some of the authorities herein contained.

**AND THE COMPANY HEREBY RATIFIES** and confirms and agrees to ratify and confirm all and whatsoever the Attorneys or any person, persons, firm or company appointed by them shall lawfully do or have done by virtue of the authorities herein contained.


**AND THE COMPANY HEREBY DECLARES** that all instruments executed under and by virtue of this Power shall be as valid and effectual as if sealed by the Common Seal of the Company.

IN WITNESS whereof **GLAXO GROUP LIMITED** has caused its Common Seal to be hereunto affixed the day and year first before written.


The COMMON SEAL of )  
GLAXO GROUP LIMITED )  
was hereto affixed in the presence of: )



Director

  
Paul Williamson  
for and on behalf of  
Edinburgh Pharmaceutical Industries Limited  
Corporate Director

Secretary / Assistant Secretary

  
Paul Blackburn  
Director